

EXHIBIT B

(Claim No. 71)

PHILIP S. GERSON, ESQ.
Nevada Bar No.: 5964
OLSON, CANNON,
GORMLEY & DESRUISSEAUX
9950 West Cheyenne Avenue
Las Vegas, Nevada 89129
Phone: (702) 384-4012
Fax: (702) 383-0701
Email: banknv@rocgd.com
Counsel for Clark County

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

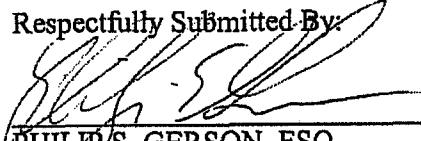
In Re:)	CASE NO.: BK-S-09-14814-LBR
)	(Jointly Administered)
THE RHODES COMPANIES, LLC aka)	Chapter 11
"Rhodes Homes, et. al.")	
)	
Debtor(s).)	

NOTICE OF SECOND AMENDED PROOF OF CLAIM NO. 71-1

Creditor CLARK COUNTY in the above-entitled proceeding, hereby revises and amends its Proof of Claim against Debtor RHODES RANCH GENERAL PARTNERSHIP, designated as Claim No. 71-1, filed on September 25, 2009 in the amount of \$7,793,663.56 in the above-entitled jointly administrated case and previously Amended from said filed amount to the corrected amount of \$3,495,179.16 on November 6, 2009 hereby further corrects and amends its Proof of Claim No. 71-1 to the corrected amount of \$389,455.31.

DATED this 11th day of February, 2010.

Respectfully Submitted By:


PHILIP S. GERSON, ESQ.
Nevada Bar No. 5964
OLSON, CANNON,
GORMLEY & DESRUISSEAUX
9950 W. Cheyenne
Las Vegas, Nevada 89129
Email: banknv@rocgd.com
Attorneys for CLARK COUNTY

Law Office of
OLSON, CANNON, GORMLEY & DESRUISSEAUX
A Professional Corporation
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an

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 6

7 **UNITED STATES BANKRUPTCY COURT**
 8 **DISTRICT OF NEVADA**
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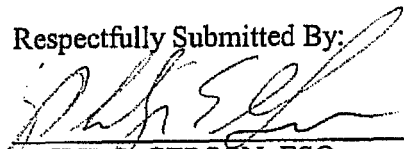
10 In Re:) CASE NO.: BK-S-09-14814-LBR
) (Jointly Administered)
 11 THE RHODES COMPANIES, LLC aka) Chapter 11
 "Rhodes Homes, et. al.")
 12 Debtor(s).)
 13

14 **NOTICE OF AMENDED PROOF OF CLAIM NO. 71-1**

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 16 its Proof of Claim against Debtor RHODES RANCH GENERAL PARTNERSHIP, designated as
 17 Claim No. 71-1, filed on September 25, 2009 in the amount of \$7,793,663.56 in the above-
 18 entitled jointly administrated case from said filed amount to the corrected amount of
 19 \$3,495,179.16.
 20

21 DATED this 6th day of November, 2009.

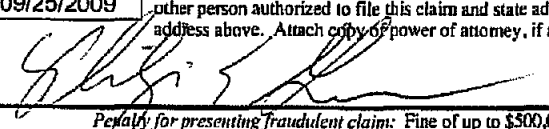
22 Respectfully Submitted By:

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 24 PHILIP S. GERSON, ESQ.
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 25 OLSON, CANNON,
 GORMLEY & DESRUISSEAU
 26 9950 W. Cheyenne
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 27 Email: banknv@rocgd.com
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B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT		District of Nevada	PROOF OF CLAIM
Name of Debtor: Rhodes Ranch General Partnership		Case Number: 09-14814	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Clark County		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where notices should be sent: Philip S. Gerson, Esq. 9550 West Cheyenne Avenue Las Vegas, NV 89129 Telephone number: (702) 384-4012		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
Name and address where payment should be sent (if different from above): 500 S. Grand Central Pky PO Box 552215 Las Vegas, NV 89155-2215 Telephone number: (702) 455-4761		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ <u>7,793,663.56</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. §507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. §507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. §507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. §507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____	
2. Basis for Claim: <u>Contract</u> (See instruction #2 on reverse side.) 3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. §507 (a)(____). Amount entitled to priority: \$ _____	
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: Value of Property: \$ <u>793,663.56</u> Annual Interest Rate <u> </u> % Amount of arrearage and other charges as of time case filed included in secured claim, If any: \$ _____ Basis for perfection: <u>Record Bond</u> Amount of Secured Claim: \$ <u>7,793,663.56</u> Amount Unsecured: \$ _____		*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:			
Date: 09/25/2009 		Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. FOR COURT USE ONLY	

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

71

Case 09-14814-lbr Claim 71-1 Part 2 Filed 09/25/09 Page 1 of 57


 20090209-0003558
APN: 176-17-201-001HTE #: 08-32370 CL
 When recorded return to:
 Bonding
 Clark County Development Services
 Civil Engineering Division

 Fee: \$0.00
 N/C Fee: \$0.00

02/09/2009 16:09:15

T20090044756

 Requestor:
 DEVELOPMENT SERVICES CLARK COUNTY

 Debbie Conway ANI
 Clark County Recorder Pgs: 14


CLARK COUNTY DEVELOPMENT SERVICES

CASH IN LIEU OF BOND AGREEMENT
 THIS AGREEMENT, made and entered into this 5TH day of February, 20 09, by and between:
Rhodes Ranch General Partnership

whose mailing address is:

4730 S. Fort Apache RoadLas Vegas, NV 89147 702-873-5338
 hereinafter referred to as DEVELOPER, and the COUNTY OF CLARK, a political
 subdivision of the State of Nevada, hereinafter referred to as the COUNTY, and
Mutual of Omaha Bank

hereinafter referred to as FINANCIAL INSTITUTION; whose mailing address is:

8337 W. Sunset Rd, Suite 300, Las Vegas, NV 89113

WITNESSETH:

 WHEREAS, DEVELOPER has agreed to do and perform certain work, consisting of
 the construction of off-site improvements for:

Residential Subdivision
 (type of development)

Fort Apache / Wigwag
 (generally located)

(name of project)

in accordance with that certain Off-Site Improvements Agreement between the DEVELOPER and the COUNTY dated the _____ day of _____, 20____, a copy of which is attached hereto, marked Exhibit "A" and by reference made a part hereof; and,

WHEREAS, in said Off-Site Improvements Agreement, the DEVELOPER agreed to execute a surety and performance bond in favor of the COUNTY, securing to the COUNTY the faithful performance of all of the terms and conditions thereof on the DEVELOPER'S part to be performed; and,

WHEREAS, The DEVELOPER may make a cash deposit, equal in amount to the surety and performance bond which would otherwise be required, in a local financial institution, provided that a proper agreement is entered into by and between the DEVELOPER, the COUNTY, and the FINANCIAL INSTITUTION; and,

WHEREAS, the DEVELOPER desires to make such cash deposit in lieu of the aforesaid surety and performance bond, and the COUNTY desires to accept such cash deposit in satisfaction of the DEVELOPER's obligation to provide such bond;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The DEVELOPER hereby represents that it has heretofore established with the FINANCIAL INSTITUTION a separate account, designated Account # 32501397 and has deposited therein the sum of thirty-nine thousand nine hundred eighty-two and 25/100 Dollars (\$ 39,982.25) as surety for the faithful performance of all of the terms and conditions of the aforesaid Off-Site Improvements Agreement on the DEVELOPER's part to be performed, said sum to be received, held, and disbursed by the FINANCIAL INSTITUTION in accordance with the terms of the Agreement. By its execution hereof, the FINANCIAL INSTITUTION hereby verifies that said account has been established and that the aforesaid sum has been deposited therein and agrees that said sum will be held and disbursed by it in accordance with the terms hereof and for no other purpose than herein stated.
2. Funds deposited in said account may be withdrawn only upon approval for release by the Director of Development Services or his designated deputy.
3. It is contemplated that monthly payments may be made to the DEVELOPER from time to time out of said account as the work on said improvements

progresses according to the percentage of the work completed and the amount to be paid as solely determined by the COUNTY; provided, however, that there shall at all times be a ten percent (10%) retention of the funds in said account, until all of the off-site improvements called for in said Off-Site Improvements Agreement have been completed and accepted by the COUNTY.

4. In the event said off-site improvements are not completed to the satisfaction of the COUNTY within the time prescribed in said Off-Site Improvements Agreement and the COUNTY desires to exercise its option to complete said improvements, the COUNTY shall serve upon the DEVELOPER and upon the FINANCIAL INSTITUTION written notice of such default to their respective mailing address as hereinabove set forth and exercise of such option, and thereafter drafts on said account or requests for the withdrawal of funds therefrom shall be valid and binding and shall be honored by the FINANCIAL INSTITUTION upon the sole signature of the Director of Development Services of COUNTY or his designated deputy.
5. It is acknowledged by the DEVELOPER that the sum provided for in paragraph 1 above is based upon the estimated cost of the improvements called for in the Off-Site Improvements Agreement. It is understood and agreed that, in the event the actual cost of said improvements shall exceed such sum, the DEVELOPER is in no way relieved by the Agreement from the obligation of paying the amount of such excess.
6. It is understood and agreed that neither FINANCIAL INSTITUTION by executing this Agreement nor any of its affiliates, make any representation or commitment whatsoever to be guarantor, surety, principal or to be otherwise directly or indirectly responsible for the construction or the financing of the construction of the above described off-site improvements except as expressly provided by this Agreement.
7. It is understood and agreed that the money deposited, as herein provided, is a security interest and that the COUNTY's claim to said funds shall be prior to that of any creditor, referee, receiver or trustee in the event of insolvency of bankruptcy; and that in such event, said funds shall not be administered by any receiver, referee or trustee, but shall be paid and distributed according to the terms of this Agreement. This Agreement with attachment shall be placed on public record to perfect said security interest.
8. Upon final acceptance by the Director of Development Services of all of the off-site improvements called for in said Off-Site Improvements Agreement, this Agreement shall become null and void and of no further force or effect, and all funds remaining in said account shall belong to the DEVELOPER.

9. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

This instrument was acknowledged before me this
28th day of January, 2009 by
Rhodes Ranch General Partnership
(developer name)

Lucienne Ranson
NOTARY PUBLIC in and for said County and State.

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

Signed or attested before me on this 2nd day
of February, 2009 by
William R. Oakley
(president's name)

Karen M. Loeffler-Severin
NOTARY PUBLIC in and for said County and State.

DEVELOPER:

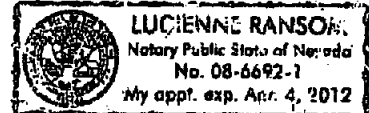
Rhodes Ranch General Partnership

By Rhodes Companies, LLC

By J. Rhoads it's Pres.

JOHN RHODES

Notary Stamp:



FINANCIAL INSTITUTION

BY [Signature]
PRESIDENT

Notary Stamp:

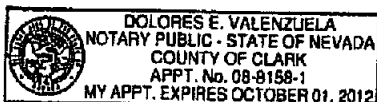


— FOR COUNTY USE ONLY —

STATE OF NEVADA)
) SS
COUNTY OF CLARK)

Signed or attested before me on this 5th day
of February, 2009 by
ROBERT B. THOMPSON.

Dolores E. Valenzuela
NOTARY PUBLIC in and for said County and State



COUNTY OF CLARK, a political subdivision
of the State of Nevada

BY [Signature]
ROBERT B. THOMPSON, DEPARTMENT OF
DEVELOPMENT SERVICES

BCC standard form approved 7/16/02

APN: 176-17-201-001

HTE #: 08-32370

NFM # or MSM # (if applicable) NFM

07-500309

When recorded return to:

Bonding

Clark County Development Services

Civil Engineering Division



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 20 09, by and between:

RHODES RANCH GENERAL PARTNERSHIP
whose mailing address is:

4730 S. FORT APACHE ROAD

SUITE 300

LAS VEGAS, NEVADA

89147

702-873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Fort Apache / Wigwam

Assessor's Parcel Number: 176-17-201-001

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

Residential Subdivision

(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of

the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

Per HTE # 08-32370

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to

the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. **WAIVER**

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

Signature: _____

Print Name: _____

STATE OF NEVADA
COUNTY OF CLARK

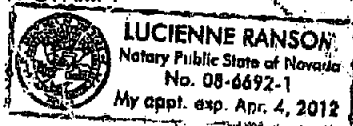
This instrument was acknowledged before me this 28th
day of January, 2009, by

Rhodes Ranch General Partnership
(Developer)

Lucienne Ranson

NOTARY PUBLIC in and for said County and State

NOTARY STAMP:



CORPORATE CERTIFICATE

I, _____,
certify that I am the Secretary of the Corporation named
as Developer in the foregoing document; that
was then President/Vice President of said corporation;
that said document was duly signed for and on behalf of
said corporation by authority of its government body and
is within the scope of its corporate powers.

SECRETARY

— FOR COUNTY USE ONLY —

COUNTY OF CLARK, a political subdivision of the State
of Nevada

BY _____

Robert B. Thompson
ROBERT B. THOMPSON, Assistant Director
DEPARTMENT OF DEVELOPMENT SERVICES

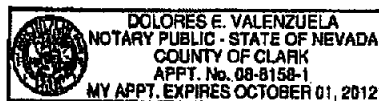
STATE OF NEVADA
COUNTY OF CLARK

Signed or attested before me on this 5th day of

February, 20 09
by ROBERT B. THOMPSON.

Dolores E. Valenzuela
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:



DESCRIPTION
176-17-201-001

BEING A MERGER AND RESUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 17. TOGETHER WITH PARCELS 2 AND 4 AS SHOWN BY MAP THEREOF ON FILE 103, PAGE 97 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA. TOGETHER WITH THOSE PORTIONS OF FORD AVENUE, SEELIGER STREET AND WIGWAM AVENUE VACATED BY "ORDER OF VACATION" RECORDED JUNE 19, 2006 IN BOOK 20060619 OF OFFICIAL RECORDS AS INSTRUMENT No. 05371, EXCEPTING THEREFROM THAT PORTION DEDICATED AS PUBLIC STREET PER OR:20060517:04887, LYING WITHIN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY , NEVADA.


 20090209-0003558
APN: 176-17-201-001HTE #: 08-32370 CL
 When recorded return to:
 Bonding
 Clark County Development Services
 Civil Engineering Division

Fee: \$0.00

N/C Fee: \$0.00

02/09/2009

16:09:15

T20090044755

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Debbie Conway

ANI

Clark County Recorder Pgs: 14



CLARK COUNTY DEVELOPMENT SERVICES

CASH IN LIEU OF BOND AGREEMENT
 THIS AGREEMENT, made and entered into this 5TH day of
February, 20 09, by and between:
Rhodes Ranch General Partnership

whose mailing address is:

4730 S. Fort Apache RoadLas Vegas, NV89147702-873-5338
 hereinafter referred to as DEVELOPER, and the COUNTY OF CLARK, a political
 subdivision of the State of Nevada, hereinafter referred to as the COUNTY, and
Mutual of Omaha Bank

hereinafter referred to as FINANCIAL INSTITUTION; whose mailing address is:

8337 W. Sunset Rd., Suite 300, Las Vegas, NV 89113

WITNESSETH:

 WHEREAS, DEVELOPER has agreed to do and perform certain work, consisting of
 the construction of off-site improvements for:

Residential Subdivision
 (type of development)

Fort Apache / Wigwag
 (generally located)

(name of project)

in accordance with that certain Off-Site Improvements Agreement between the DEVELOPER and the COUNTY dated the _____ day of _____, 20____, a copy of which is attached hereto, marked Exhibit "A" and by reference made a part hereof; and,

WHEREAS, in said Off-Site Improvements Agreement, the DEVELOPER agreed to execute a surety and performance bond in favor of the COUNTY, securing to the COUNTY the faithful performance of all of the terms and conditions thereof on the DEVELOPER'S part to be performed; and,

WHEREAS, The DEVELOPER may make a cash deposit, equal in amount to the surety and performance bond which would otherwise be required, in a local financial institution, provided that a proper agreement is entered into by and between the DEVELOPER, the COUNTY, and the FINANCIAL INSTITUTION; and,

WHEREAS, the DEVELOPER desires to make such cash deposit in lieu of the aforesaid surety and performance bond, and the COUNTY desires to accept such cash deposit in satisfaction of the DEVELOPER's obligation to provide such bond;

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants and agreements hereinafter contained, the parties do hereby agree as follows:

1. The DEVELOPER hereby represents that it has heretofore established with the FINANCIAL INSTITUTION a separate account, designated Account # 32501397 and has deposited therein the sum of Thirty-nine thousand nine hundred eighty-two and 25/100 Dollars (\$ 39,982.25) as surety for the faithful performance of all of the terms and conditions of the aforesaid Off-Site Improvements Agreement on the DEVELOPER's part to be performed, said sum to be received, held, and disbursed by the FINANCIAL INSTITUTION in accordance with the terms of the Agreement. By its execution hereof, the FINANCIAL INSTITUTION hereby verifies that said account has been established and that the aforesaid sum has been deposited therein and agrees that said sum will be held and disbursed by it in accordance with the terms hereof and for no other purpose than herein stated.
2. Funds deposited in said account may be withdrawn only upon approval for release by the Director of Development Services or his designated deputy.
3. It is contemplated that monthly payments may be made to the DEVELOPER from time to time out of said account as the work on said improvements

progresses according to the percentage of the work completed and the amount to be paid as solely determined by the COUNTY; provided, however, that there shall at all times be a ten percent (10%) retention of the funds in said account, until all of the off-site improvements called for in said Off-Site Improvements Agreement have been completed and accepted by the COUNTY.

4. In the event said off-site improvements are not completed to the satisfaction of the COUNTY within the time prescribed in said Off-Site Improvements Agreement and the COUNTY desires to exercise its option to complete said improvements, the COUNTY shall serve upon the DEVELOPER and upon the FINANCIAL INSTITUTION written notice of such default to their respective mailing address as hereinabove set forth and exercise of such option, and thereafter drafts on said account or requests for the withdrawal of funds therefrom shall be valid and binding and shall be honored by the FINANCIAL INSTITUTION upon the sole signature of the Director of Development Services of COUNTY or his designated deputy.
5. It is acknowledged by the DEVELOPER that the sum provided for in paragraph 1 above is based upon the estimated cost of the improvements called for in the Off-Site Improvements Agreement. It is understood and agreed that, in the event the actual cost of said improvements shall exceed such sum, the DEVELOPER is in no way relieved by the Agreement from the obligation of paying the amount of such excess.
6. It is understood and agreed that neither FINANCIAL INSTITUTION by executing this Agreement nor any of its affiliates, make any representation or commitment whatsoever to be guarantor, surety, principal or to be otherwise directly or indirectly responsible for the construction or the financing of the construction of the above described off-site improvements except as expressly provided by this Agreement.
7. It is understood and agreed that the money deposited, as herein provided, is a security interest and that the COUNTY's claim to said funds shall be prior to that of any creditor, referee, receiver or trustee in the event of insolvency of bankruptcy; and that in such event, said funds shall not be administered by any receiver, referee or trustee, but shall be paid and distributed according to the terms of this Agreement. This Agreement with attachment shall be placed on public record to perfect said security interest.
8. Upon final acceptance by the Director of Development Services of all of the off-site improvements called for in said Off-Site Improvements Agreement, this Agreement shall become null and void and of no further force or effect, and all funds remaining in said account shall belong to the DEVELOPER.

9. This Agreement and all of the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

STATE OF NEVADA)
COUNTY OF CLARK) SS

This instrument was acknowledged before me this
28th day of January, 2009 by
Rhodes Ranch General Partnership
(developer name)

Lucienne Ranson
NOTARY PUBLIC in and for said County and State.

STATE OF NEVADA)
COUNTY OF CLARK) SS

Signed or attested before me on this 2nd day
of February, 2009 by
William R. Oakley
(president's name)

Karen M. Loeffler-Servin
NOTARY PUBLIC in and for said County and State.

DEVELOPER:

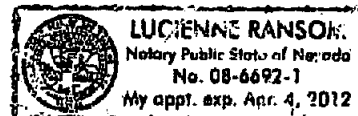
Rhodes Ranch General Partnership

By Rhodes Companies, LLC

By J. Rhodes it's Pres.

JOHN RHODES

Notary Stamp:



FINANCIAL INSTITUTION

BY [Signature]
PRESIDENT

Notary Stamp:

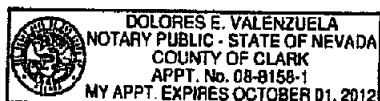


- FOR COUNTY USE ONLY -

STATE OF NEVADA)
COUNTY OF CLARK) SS

Signed or attested before me on this 5th day
of February, 2009 by
ROBERT B. THOMPSON.

Dolores E. Valenzuela
NOTARY PUBLIC in and for said County and State



COUNTY OF CLARK, a political subdivision
of the State of Nevada

BY [Signature]
ROBERT B. THOMPSON, DEPARTMENT OF
DEVELOPMENT SERVICES

BCC standard form approved 7/16/02

CASH IN LIEU OF BOND AGREEMENTS

1. Name & complete address with phone number of Developer.
2. Name & complete address with phone number of LOCAL Financial Institution.
3. Account number for the Off-Site Improvements.
4. An Off-Site Improvements Agreement AND legal description MUST accompany a Cash In Lieu of Bond Agreement.
5. The Principal/Developer is the same on both the "CIL" and the Off-Site Agreement.
6. Name & title typed or printed under signature of Developer & LOCAL Financial Institution.

SIGNATURES MUST BE NOTARIZED in proper place. Do Not Stamp Over Names Or Signatures or obstruct the stamp in any way.

Partial releases may be requested once every 30 days.

Requests take 10 to 15 working days to process.

If you have any questions, please call Bonding at 455-4630.

APN: 176-17-201-001

HTE #: 08-32370

NFM # or MSM # (if applicable) N/A NFM
07-500309

When recorded return to:
Bonding
Clark County Development Services
Civil Engineering Division



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of February, 20 09, by and between:

RHODES RANCH GENERAL PARTNERSHIP
whose mailing address is:
4730 S. FORT APACHE ROAD
SUITE 300
LAS VEGAS, NEVADA
89147 702-873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: Fort Apache / Wigwam

Assessor's Parcel Number: 176-17-201-001

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a
Residential Subdivision
(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of

the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

Per HTE # 08-32370

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to

the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

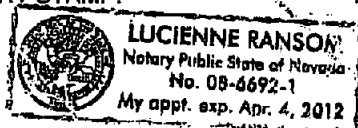
Signature: [Signature]
Print Name: James Rhodes

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me this 28th
day of January, 2009, by
Rhodes Ranch General Partnership
(Developer)

Lucienne Ranson
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:



CORPORATE CERTIFICATE

I, _____
certify that I am the Secretary of the Corporation named
as Developer in the foregoing document; that
was then President/Vice President of said corporation;
that said document was duly signed for and on behalf of
said corporation by authority of its government body and
is within the scope of its corporate powers.

SECRETARY

-- FOR COUNTY USE ONLY --

COUNTY OF CLARK, a political subdivision of the State
of Nevada

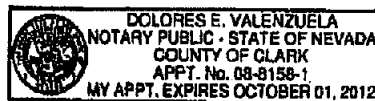
BY [Signature]
ROBERT B. THOMPSON, Assistant Director
DEPARTMENT OF DEVELOPMENT SERVICES

STATE OF NEVADA
COUNTY OF CLARK

Signed or attested before me on this 5th day of
February, 2009
by ROBERT B. THOMPSON.

Dolores E. Valenzuela
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:



DESCRIPTION
176-17-201-001

BEING A MERGER AND RESUBDIVISION OF THE WEST HALF (W1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 17. TOGETHER WITH PARCELS 2 AND 4 AS SHOWN BY MAP THEREOF ON FILE 103, PAGE 97 OF PARCEL MAPS IN THE CLARK COUNTY RECORDERS OFFICE, CLARK COUNTY, NEVADA. TOGETHER WITH THOSE PORTIONS OF FORD AVENUE, SEELIGER STREET AND WIGWAM AVENUE VACATED BY "ORDER OF VACATION" RECORDED JUNE 19, 2006 IN BOOK 20060819 OF OFFICIAL RECORDS AS INSTRUMENT No. 05371, EXCEPTING THEREFROM THAT PORTION DEDICATED AS PUBLIC STREET PER OR:20060517:04887, LYING WITHIN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

06-51550
BONDS



**CLARK COUNTY DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

Bond No. 08842781

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Ft. Apache Rd., Sta. 300,
City of Las Vegas, NV,
County of Clark,
and Fidelity and Deposit Company of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound
to Clark County, Nevada, as Obligee, in the sum of Ninety Seven Thousand Three Hundred
Four and 92/100 (\$ 97,304.92) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. Principal, as a condition of the development of the Rhodes Ranch Seeliger Street
Phase II project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Obligee to complete the required improvements specified in said improvement agreement(s)
identified as HTE No. 06-51550 off site improvements, dated _____, and _____
dated _____, and are attached hereto and by this
reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Obligee with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Obligee.
4. The provisions of this obligation shall be interpreted in manner consistent with the
requirements of the Clark County Code, including, but not limited to, Chapter 30.32, which by
this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, Illinois, ~~Nevada~~, this February 1, 2007.

PRINCIPAL: Rhodes Ranch General Partnership

SURETY: Fidelity and Deposit Company of Maryland

BY: [Signature] for Rhodes Ranch G.P.

BY: [Signature]
Melissa Schmidt, Attorney-in-Fact

State of Nevada
County of Clark

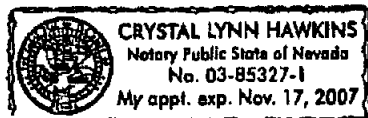
State of ~~Nevada~~ Illinois
County of ~~Clark~~ DuPage

This instrument was acknowledged before me on 2/8, 2007, by Kevin Kato as _____ of _____ (Principal).

This instrument was acknowledged before me on February 1, 2007, by Melissa Schmidt as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

[Signature]
NOTARY PUBLIC in and for said County and State

[Signature]
NOTARY PUBLIC in and for said County and State.
Heather A. Beck



BY: Sally Esenberry 164222
Nevada Resident Agent
Brown & Brown Ins. of Nevada Inc.
2340 Corporate Circle - 2nd Fl.
Henderson NV 89074
NV Lic. #10244

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSH, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Melissa SCHMIDT and Irene DIAZ, all of Westmont, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed: any and all bonds and undertakings; and the execution of each bond or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSH, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Mary Beth PETERSON, dated March 6, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 24th day of April, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gerald F. Haley

By:

Theodore G. Martinez

Gerald F. Haley Assistant Secretary Theodore G. Martinez

State of Maryland }
 City of Baltimore } ss:

On this 24th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
 My Commission Expires: July 14, 2007

POA-F 036-0013A

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

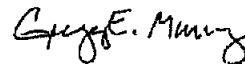
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 1st day of February, 2007.



Assistant Secretary

APN: 176-17-310-002 5011HTE #: 06-51550NFM # or MSM # (if applicable) N/A

When recorded return to:

Bonding

Clark County Development Services

Civil Engineering Division

20070313-0005010

Fee: \$0.00

N/C Fee: \$0.00

03/13/2007

16:09:49

T20070044310

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Debbie Conway

DGI

Clark County Recorder

Pgs: 11



CLARK COUNTY DEPARTMENT OF DEVELOPMENT SERVICES

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 20 07, by and between:

RHODES RANCH GENERAL PARTNERSHIP

whose mailing address is:

4730 SOUTH FORT APACHE RD, SUITE #300

LAS VEGAS, NV 89147

(702) 873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: WIGWAM AVENUE AND FORT APACHE ROAD

Assessor's Parcel Number: 176-17-310-002

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

ROADWAY IMPROVEMENTS

(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of

the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

PER PLAN HTE # 06-51550

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security, executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.

12. CERTIFICATE OF OCCUPANCY

No certificates of occupancy shall be granted until such time as the off-site improvements have been completed to the satisfaction of the Director of Development Services, and in accordance with this agreement. The granting of a certificate of occupancy does not relieve DEVELOPER of its obligations in this agreement.

The granting of a certificate of occupancy does not imply that the off-site improvements have been properly completed nor authorize the release of the performance bond or other security.

13. CERTIFICATE OF RELEASE

Upon final acceptance, by the Director of Development Services, of all of the off-site improvements required to be constructed by DEVELOPER as herein provided, DEVELOPER shall be issued a certificate of release of said performance bond or cash deposit, which shall be issued by the Director of Development Services.

14. NO THIRD PARTY BENEFICIARY

Any inspections or subsequent approvals undertaken by the COUNTY pursuant to express or implied terms of this agreement are undertaken solely to insure compliance with the terms of this agreement and are not undertaken for the benefit of any individual or group of individuals as members of the public. It is not intended by any of the provisions of any part of this agreement to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this agreement. Provisions in this agreement dealing with inspections, approvals or changes requested or made do not expand the COUNTY's general law duties.

15. ASSIGNMENTS

DEVELOPER cannot assign this agreement, in whole or in part, or any rights herein granted, without the written consent of the COUNTY and it is agreed that any attempted transfer or assignment of this agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void at the option of the COUNTY.

16. AGREEMENT TO BE RECORDED

The DEVELOPER agrees that this agreement will be recorded upon the land described in Exhibit "A" and this agreement shall also be binding upon and inure to

the benefit of the parties hereto, their heirs, executors, administrators, successors, and assigns. DEVELOPER and any heirs, executors, administrators, successors and assigns, if any, shall be jointly and severally liable for DEVELOPER's obligations herein.

17. WAIVER

None of the conditions of this agreement shall be considered waived by either party unless such waiver is in writing and signed by both parties. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the conditions of the agreement expressly stipulated in such waiver.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals.

DEVELOPER:

Sign


Kevin Kaye
Print Name

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me this 21st
day of February, 2007, by

KEVIN KAYE
RHODES RANCH G.P.
(Developer)

Crystal Lynn Hawkins
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:  **CRYSTAL LYNN HAWKINS**
Notary Public State of Nevada
No. 03-85327-1
My appt. exp. Nov. 17, 2007

CORPORATE CERTIFICATE

I, _____
certify that I am the Secretary of the Corporation named as Developer in the foregoing document; that

_____ was then President/Vice President of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SECRETARY

— FOR COUNTY USE ONLY —

COUNTY OF CLARK, a political subdivision of the State of Nevada


BY *Robert B. Thompson*
ROBERT B. THOMPSON, Assistant Director
DEPARTMENT OF DEVELOPMENT SERVICES

STATE OF NEVADA
COUNTY OF CLARK

Signed or attested before me on this 7th day of
MARCH, 2007,
by **ROBERT B. THOMPSON**.

Mark Mikolaitis
NOTARY PUBLIC in and for said County and State

NOTARY STAMP:

 **MARK MIKOLAITIS**
Notary Public State of Nevada
No. 06-103285-1
My appt. exp. Feb. 1, 2010



APN 176-17-399-001, 002 & 005, AND APN 176-17-801-019

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS THE LIMITS OF THE DEVELOPER IMPROVED AREA FOR BOND ESTIMATE IN SUPPORT OF THE "RHODES RANCH PARCEL 20" PROJECT.

DESCRIPTION

A PORTION OF SEELIGER STREET AS SHOWN BY MAP THEREOF IN BOOK 132, PAGE 41 OF PLATS IN THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE ALONG THE NORTH LINE THEREOF, NORTH 89°26'20" WEST, 660.67 FEET TO THE **POINT OF BEGINNING** ON A LINE 30.00 FEET EAST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'01" WEST, 0.17 FEET TO A POINT ON A LINE 30.00 FEET EAST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'14" WEST, 655.92 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF (N 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE ALONG SAID SOUTH LINE, NORTH 89°16'10" WEST, 60.00 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PERPENDICULAR TO THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, NORTH 00°53'14" EAST, 656.09 FEET TO A POINT ON A LINE 30.00 FEET WEST OF AND PERPENDICULAR TO THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE WEST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, NORTH 00°53'01" EAST, 1091.15 FEET;

THENCE CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 14.50 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 61°05'48", AN ARC LENGTH OF 15.46 FEET TO POINT OF REVERSE CURVATURE THROUGH WHICH A RADIAL LINE BEARS NORTH 29°47'13" EAST;

THENCE CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 45.50 FEET, CONCAVE SOUTHEASTERLY, THROUGH A CENTRAL ANGLE OF 241°05'48", AN ARC LENGTH OF 191.46 FEET TO A POINT ON A LINE 30 FEET EAST OF AND PERPENDICULAR TO THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17;

THENCE PARALLEL WITH THE EAST LINE OF THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SAID SECTION 17, SOUTH 00°53'01" WEST, 1143.51 FEET TO THE POINT OF BEGINNING.

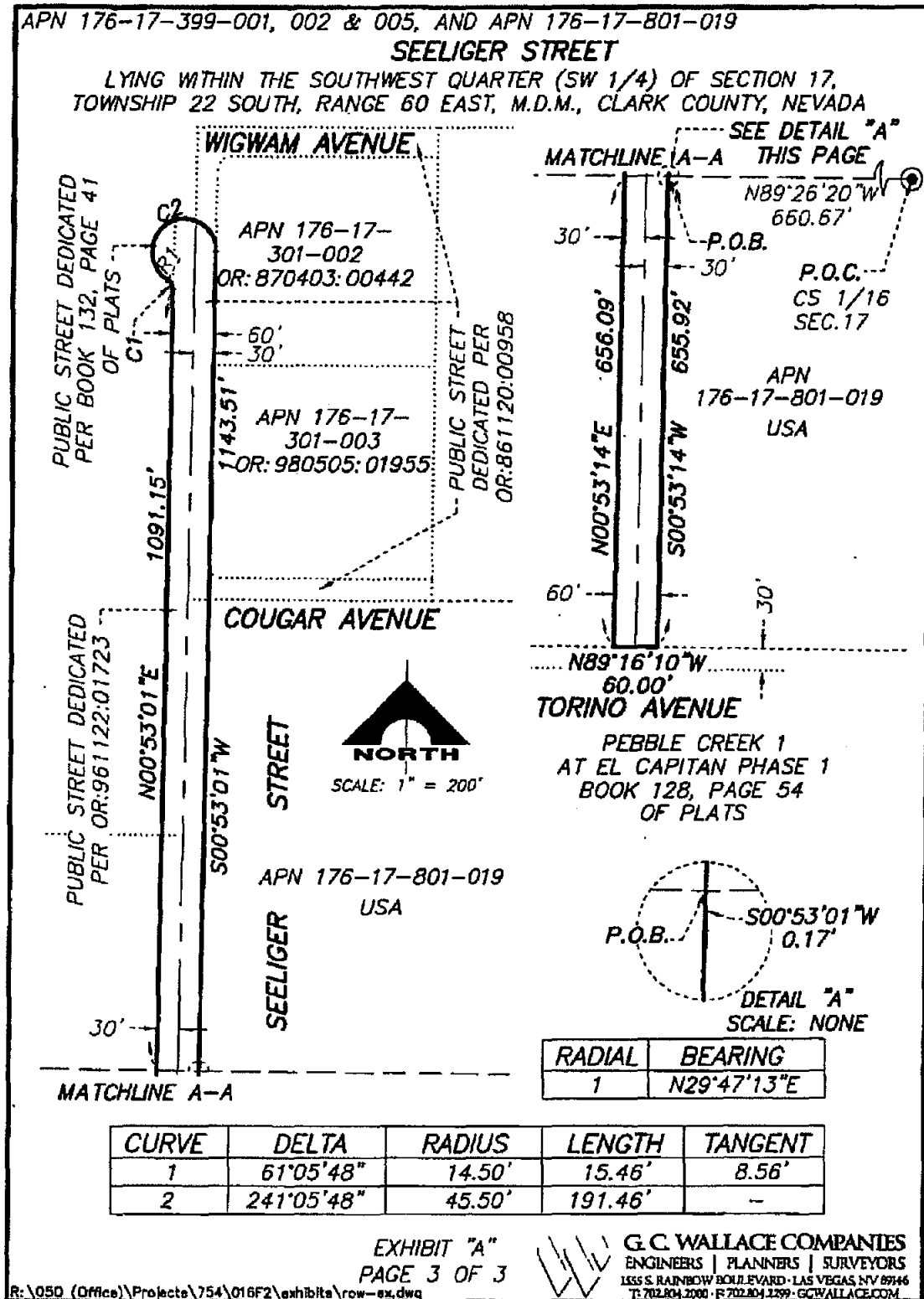
CONTAINING 2.58 ACRES.

BASIS OF BEARINGS

SOUTH 00°29'33" WEST, BEING THE BEARING OF THE EAST LINE OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 22 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN BY MAP THEREOF IN BOOK 132, PAGE 41 OF PLATS IN THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

R:\050 (Office)\Projects\7541016F2\Legal\row-ex.doc PAGE 2 OF 3
3/6/2007 By: OMS Ckd. By: ss

6655 SOUTH CIMARRON ROAD / LAS VEGAS, NEVADA 89113 / TELEPHONE: (702) 804-2000 / FAX: (702) 804-4379
SUMMERLIN OFFICE FAX: (702) 804-2295 • RAINBOW OFFICE FAX: (702) 804-2299



06-57550
BONDS



**CLARK COUNTY DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT OF OFF-SITE IMPROVEMENTS
PERFORMANCE BOND**

Bond No. 08842781

That Rhodes Ranch General Partnership as
Principal, of 4730 S. Ft. Apache Rd., Ste. 300,
City of Las Vegas, NV,
County of Clark,
and Fidelity and Deposit Company of Maryland as Surety, a corporation incorporated and doing
business under the laws of the State of Maryland and licensed to
conduct, transact and issue Surety business in the State of Nevada, are held and firmly bound
to Clark County, Nevada, as Oblige, in the sum of Ninety Seven Thousand Three Hundred
Four and 92/100 (\$ 97,304.92) Dollars, for the payment of the sum
well and truly to be made, and jointly and severally bind themselves, their heirs, successors,
assigns, executors, administrators and legal representatives firmly by these presents.

CONDITIONS

1. Principal, as a condition of the development of the Rhodes Ranch Seeliger Street
Phase II project,
entered into a written agreement or agreements ("improvement agreement(s)") with said
Oblige to complete the required improvements specified in said improvement agreement(s)
identified as HTE No. 06-51550 off site improvements, dated _____, and _____
dated _____, and are attached hereto and by this
reference incorporated herein.
2. If Principal fully and completely performs all of its obligations required by the said improvement
agreement(s) during the original term thereof, or any extension of said term that may be
granted by the Oblige with or without notice to the Surety, this obligation shall be voided;
otherwise this obligation shall remain in full force and effect.
3. This obligation will continuously remain in full force and effect until and unless all of the
conditions in the said improvement agreement(s) are fulfilled and completed to the satisfaction
of the Oblige.
4. The provisions of this obligation shall be interpreted in manner consistent with the
requirements of the Clark County Code, including, but not limited to, Chapter 30.32, which by
this reference is incorporated herein.
5. Surety hereby waives notice of any changes, modifications, or additions to the obligations
specified in said improvement agreement(s).

6. Any deviations, additions, or modifications to the obligations of the improvement agreement(s) may be made without the consent or knowledge of Surety and without in any way releasing Surety from liability under this bond.
7. In case of default by Principal, Surety may assure and complete or procure completion of the obligations of Principal, and Surety will be subrogated and entitled to all the rights and properties of Principal arising out of the improvement agreement(s).

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Westmont, Illinois, ~~Nevada~~, this February 1, 2007.

PRINCIPAL: Rhodes Ranch General Partnership

SURETY: Fidelity and Deposit Company of Maryland

BY: [Signature] for Rhodes Ranch G.P.

BY: [Signature]
Melissa Schmidt, Attorney-in-Fact

State of Nevada
County of Clark

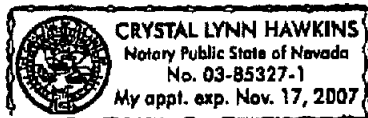
State of ~~Nevada~~ Illinois
County of ~~Clark~~ DuPage

This instrument was acknowledged before me on 2/8, 2007, by Kevin Kato as of (Principal).

This instrument was acknowledged before me on February 1, 2007, by Melissa Schmidt as Attorney-in-Fact for Fidelity and Deposit Company of Maryland (Surety).

[Signature]
NOTARY PUBLIC in and for said County and State

[Signature]
NOTARY PUBLIC in and for said County and State.
Heather A. Beck



BY: Sally Eisenberg 164222
Nevada Resident Agent
Brown & Brown Inc. of Nevada
2340 Corporate Circle - 2nd Fl
Henderson NV 89074
NV Lic. #10244

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, appoint and appoint Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Melissa SCHMIDT, and Irene DIAZ, all of Westmont, Illinois, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Peggy FAUST, Kelly A. JACOBS, Stephen T. KAZMER, Bonnie KRUSE, Jennifer J. MCCOMB, Elaine MARCUS, James I. MOORE, Dawn MORGAN, Mary Beth PETERSON, dated March 6, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 24th day of April, A.D. 2006.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY



Gerald F. Haley

By:

Theodore G. Martinez

Gerald F. Haley Assistant Secretary Theodore G. Martinez

State of Maryland } ss:
 City of Baltimore }

On this 24th day of April, A.D. 2006, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and GERALD F. HALEY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn

Constance A. Dunn Notary Public
 My Commission Expires: July 14, 2007

POA-F 036-0013A

EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

EXTRACT FROM BY-LAWS OF COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

"Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertaking, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto."

CERTIFICATE

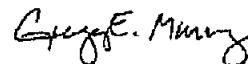
I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the respective By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990 and of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,

this 1st day of February, 2007.



Assistant Secretary

Case 09-14814-lbr Claim 71-1 Part 2 Filed 09/25/09 Page 47 of 57

20070313-0005010

APN: 176-17-310-002

HTE #: 06-51550

NFM # or MSM # (if applicable) N/A

When recorded return to:

Bonding

Clark County Development Services

Civil Engineering Division

Fee: \$0.00

N/C Fee: \$0.00

03/13/2007

16:09:49

T20070044310

Requestor:

DEVELOPMENT SERVICES CLARK COUNTY

Debbie Conway

DGI

Clark County Recorder

Pgs: 11



**CLARK COUNTY
DEPARTMENT OF DEVELOPMENT SERVICES**

OFF-SITE IMPROVEMENTS AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of February, 20 07, by and between:

RHODES RANCH GENERAL PARTNERSHIP
whose mailing address is:

4730 SOUTH FORT APACHE RD, SUITE #300

LAS VEGAS, NV 89147

(702) 873-5338

hereinafter referred to as DEVELOPER and CLARK COUNTY, NEVADA, hereinafter referred to as COUNTY, for construction of off-site improvements at the following location:

Cross Streets: WIGWAM AVENUE AND FORT APACHE ROAD

Assessor's Parcel Number: 176-17-310-002

WHEREAS, DEVELOPER has submitted a plan to the COUNTY for a

ROADWAY IMPROVEMENTS
(type of development); and

WHEREAS, the COUNTY requires construction of certain off-site improvements as part of said development.

NOW, THEREFORE, the parties to this agreement for and in consideration of

the mutual promises herein contained and for other good and valuable considerations, do hereby agree as follows:

1. OFF-SITE IMPROVEMENTS

The DEVELOPER, at his own cost, shall perform and complete all off-site work and improvements which may consist of, but not limited to, streets, street name signs, traffic signs, sewers, water systems, fire hydrants, curbs, gutters, sidewalks, street lighting, driveways, drainage facilities, accesses, survey monuments,

PER PLAN HTE # 06-51550

etc., hereinafter referred to as off-site improvements, said off-site improvements shall be constructed in accordance with applicable ordinances, regulations, standards and specifications, and other requirements of CLARK COUNTY, NEVADA.

2. PLANS APPROVED BY THE DIRECTOR OF DEVELOPMENT SERVICES

No off-site improvements shall commence until:

- (a) off-site improvement plans have been approved by the Director of DEVELOPMENT SERVICES or his authorized representative;
- (b) one-hundred percent (100%) of the plan-check and inspection fees have been paid;
- (c) performance security executed as required by CLARK COUNTY ordinances; and
- (d) an off-site permit has been issued by the Director of DEVELOPMENT SERVICES, or his authorized representative.

3. NOTICE OF COMMENCEMENT OF CERTAIN WORK

The DEVELOPER shall notify the Director of Development Services no less than 24 hours in advance of the date and hour work on any of the following items is expected to begin, and thereafter if conditions develop to delay the start of work, the DEVELOPER agrees to notify the Director of Development Services of the delay not less than two hours before work is scheduled to begin:

- Placing sewer, water, gas, power, telephone lines and fire hydrants.
- Back-filling of sewer, water, gas, power and telephone lines.
- Placing concrete for curb, gutter, sidewalk, valley gutters, storm drain structures, manholes, street lighting foundations and alley gutters.

- Placing Type I and Type II gravel base course.
- Priming base course.
- Placing street lighting and burn testing.
- Placing street name signs and traffic control signs.

4. APPROVAL OF WORK AFTER INSPECTION

- (a) Whenever the Director of Development Services or his duly authorized representative inspects portion of work as mentioned hereinbefore, and finds the work performed to be in a satisfactory condition for inclusion in the completed project, the Director of Development Services or his duly authorized representative shall issue a statement of inspection which shall permit the DEVELOPER to perform the next phase of the construction. Ordinarily, not less than one continuous block of any one of the items of work mentioned will be approved.
- (b) Inspection and approval of any item of work shall not forfeit the right of the COUNTY to require the corrections of quality, workmanship or materials at any time prior to the final acceptance of the project by the Director of Development Services, although previously approved by an oversight.
- (c) Nothing herein shall relieve the DEVELOPER of the responsibility for proper construction of the off-site improvements and DEVELOPER shall maintain said improvements until the work has been accepted by the Director of Development Services.

5. ADJUSTMENT TO EXISTING UTILITIES AND COST THEREOF

The DEVELOPER shall, at its sole expense, provide for adjustments necessary to all existing utilities because of the work required by this agreement.

6. FULL COMPLIANCE WITH COUNTY REQUIREMENTS

The DEVELOPER shall perform and complete all off-site improvements in accordance with the regulations, specifications, and ordinances of the said County of Clark, and the construction plans approved by Clark County Development Services Department.

The DEVELOPER shall obtain all required permits from other County, State, and Federal agencies, including but not limited to Clark County Health District, Nevada Department of Environmental Protection, and United States Army Corps of Engineers.

The COUNTY shall have the right to require corrections to the construction plans by the DEVELOPER at any time before release of the bond (performance bond, cash deposit, or agreement in lieu of bond) required herein, of any item or items contained in this agreement which do not conform to COUNTY standard specifications, laws, regulations or ordinances, even though the plans for the item in question may have been approved by the Director of Development Services.

The DEVELOPER shall start said off-site improvements upon receipt of a COUNTY-approved off-site permit and said off-site improvements shall be completed prior to expiration of said permit in accordance with the required ordinances.

In the event the DEVELOPER fails to complete said improvements within said period or in the event the DEVELOPER in the COUNTY's opinion has created a safety hazard, the COUNTY, at its option, may proceed to complete said improvements at the expense of the DEVELOPER. The COUNTY may use the required performance bond as provided for hereinafter.

7. OTHER CONDITIONS AND REQUIREMENTS

The DEVELOPER further agrees that, in addition to the above requirements, any and/or all such conditions, stipulations and agreements made by the DEVELOPER and the Board of County Commissioners and/or County Planning Commission of Clark County shall be fully performed.

The DEVELOPER further agrees that all work is to be performed by a qualified contractor licensed to do business in the State of Nevada and the County of Clark.

The DEVELOPER shall maintain, protect and take care of all work areas for the project, including any adjacent existing improvements, until its completion and acceptance by Clark County. Maintenance of any inhabited area of the development, and the adjacent streets and/or neighborhoods, shall include, but not be limited to, sweeping of the streets and keeping the gutters free of dirt and debris.

During move-in, construction and move-off, the DEVELOPER shall keep the site free and clear from dangerous accumulation of rubbish and debris and shall maintain sufficient and proper barricades, lights, etc., in accordance with the latest manual on the placement of traffic control devices accepted by the Department of Development Services for the protection of the public. Also, after excavation or placement of gravel, if the sub-grade and/or gravel base material is left exposed and in the opinion of the Director of Development Services is not properly maintained, thus causing either a rough riding surface or a dust problem, the Director of Development Services may require the DEVELOPER to do whatever is necessary to provide an adequate travel-way. If a detour is needed, the Director of Development Services shall determine to what extent it shall be maintained, which

shall include the placing of temporary paving, if it is to be used for an extended period of time.

Final acceptance of the work will not be made by the COUNTY until the area (falling under this agreement) and adjacent property has been cleared of all rubbish, surplus materials and equipment resulting from the contractor's operations, to the satisfaction of the Director of Development Services.

8. LIABILITY

The DEVELOPER shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, volunteers, and employees, against and from any and all liability, loss, damage, claims, fines, demands, causes of action, costs, expenses, and judgments of whatsoever nature, including but not limited to reasonable costs of investigation, reasonable attorney's fees and expenses, all reasonable expert witness fees and expenses, and all court or arbitration or other alternative dispute resolution costs which result from injury to or death of any persons whomsoever, and/or against and from damage to or loss or destruction of property whatsoever when such injury death, loss, destruction or damage is due to or arises in connection with or as a result of any work done by the DEVELOPER in connection with the construction of the off-site improvements, and/or arises of or in connection with DEVELOPER's performance or failure to perform the terms and conditions of this agreement. This Section 8 survives termination or completion of this agreement.

9. PLAN REQUIREMENTS ON COMPLETION OF IMPROVEMENTS

Upon completion of all the off-site improvements within the COUNTY right-of-way required hereby and prior to release of any performance security, the DEVELOPER shall furnish the Director of Development Services with an as-built plan which shall accurately indicate, by lettered dimensions, the location of all manholes, the location size and depth of all sewer mains, underground water, power, gas, and other lines, with street plans and profiles for the same, including laterals and "Y's" for connection of house service lines.

10. WARRANTY

The DEVELOPER is responsible should any original or developed defects or failures appear within a period of one year from the date of acceptance of the work by the COUNTY. The DEVELOPER shall, at his own expense, make good such defects and failures and make all replacements and adjustments required, within thirty (30) days after being notified by the COUNTY to do so. All repairs shall be subject to the approval of the Director of Development Services and/or the Director of Public Works.

This agreement does not limit or relieve DEVELOPER from any other obligation or responsibility which the DEVELOPER may otherwise have as a result of the street improvements, including any damages or latent defects which may occur beyond the warranty period specified above. Furthermore, DEVELOPER, at all times, is not relieved of any obligation or responsibility it may have by law including but not limited to damages for latent deficiencies, injury to real or personal property or injury to or wrongful death of a person, (N.R.S. 11.204).

11. REQUIREMENTS OF PERFORMANCE BOND OR OTHER SECURITY

DEVELOPER shall furnish without cost to the COUNTY a surety and performance bond, cash deposit or agreement in lieu of bond for the full cost of said off-site improvements in favor of the COUNTY conditioned upon the DEVELOPER completing said off-site improvements within the time period prescribed by this agreement. Also, in the event the COUNTY exercises its option to complete said off-site improvements, that said bond, cash deposit or agreement in lieu of bond shall be used for the payment of the costs of completion of said off site improvements by the COUNTY in case the DEVELOPER fails to do so within said time period.

If the construction or installation of any off-site improvements or facilities for which a bond, cash deposit or agreement in lieu of bond is posted are not completed within the time frame of the off-site permit issued for the development; or if the DEVELOPER has suspended work and has failed to provide continued construction during the past 60 days; or if in the event the DEVELOPER, in the COUNTY's opinion, has created a safety hazard; or if such construction is not in accordance with applicable standards and specifications as prescribed by law, then, in either or any such event, the COUNTY may, at its option, proceed to complete said off site improvements at the expense of the DEVELOPER under this bond as provided for hereinafter.

That DEVELOPER acknowledges that the bond provided for in this agreement to construct the off-site improvements is only based upon an estimate of their cost by the Engineer of the County and in the event that actual cost of said off-site improvements shall exceed such sum, DEVELOPER is in no way relieved by this agreement from paying the entire amount of such excess.

Any application for release of said bond or cash deposit upon the completion of the off-site improvements by the DEVELOPER shall not be granted unless accompanied by a written certificate from the Director of Development Services stating that all requirements hereof have been satisfactorily completed in accordance with the terms of this agreement.